

MARTIN BROWNING INC.

1800 Shawhan Road
Morrow, Ohio 45152

SOFTWARE LICENSE AGREEMENT

Effective this 27th day of June, 2001,
this services contract is by and between:

Martin Browning Inc.
1800 Shawhan Road
Morrow Ohio, 45152

Hereinafter referred to as the CONSULTANTS, and:

Delaware County Assessor
100 West Main Street
Muncie, Indiana 47305

Hereinafter referred to as the COUNTY.

COMPUTER ASSISTED MASS APPRAISAL SYSTEM UPGRADE

The Computer Assisted Mass Appraisal System Upgrade is a set of programs that contain all of the necessary functions to compute a net assessed value for real estate parcels, using the rate tables and procedures outlined in the Indiana State Real Property assessment Manual. The software will facilitate the county reassessment for residential, agricultural, industrial, and commercial properties. The system uses a Windows based user interface and an ODBC SQL-92 database access process.

COMPUTER SYSTEM CERTIFICATION

The Indiana State Board Of Tax Commissioners have implemented a County Computer System Certification Process. The CONSULTANTS agree to perform the steps outlined in this process required for certification.

EXISTING DATA

The COUNTY agrees to provide the CONSULTANTS with the existing data in its current format. The CONSULTANTS agree to convert the existing data to the format required by the upgraded system.

License Fee due based on the following schedule:

25% upon contract signing
50% After installation
25% After State Certification Process

LIABILITY

The COUNTY agrees not to hold the CONSULTANTS liable for any consequential damages that may result from either use or misuse of the system.

RESTRICTIONS

The CONSULTANTS authorize the COUNTY to use the system to process the COUNTY's data and to make archival copies of the system. The COUNTY or its employees may not sell, assign, or otherwise transfer the system to any third party without the CONSULTANTS written permission.

SUPPORT AND MAINTENANCE

The COUNTY agrees to subscribe to a one year support agreement with the consultants at a cost of 15% of the license fee. At the end of a one year term, at the discretion of the COUNTY, an optional support agreement may be entered into between the COUNTY and the CONSULTANTS at the CONSULTANTS support fee structure at that time.

While the COUNTY maintains this support agreement, the CONSULTANTS agree to be available to make future modifications to the system required by future changes to state law, Tax Board rules and regulations, or Tax Board software standards. Should the CONSULTANTS fail to support the system for the term of the support agreement, the CONSULTANTS agree to reimburse the COUNTY for any expenses incurred as a result of this failure, up to but not exceeding the amount paid by the county for any period when support was not provided.

GOVERNING LAW

This agreement shall be interpreted according to the laws of the state of INDIANA.

All of the provisions of this agreement shall be binding on all parties and their successors or assigns.

NONDISCLOSURE

Both parties acknowledge that information made available pursuant to this agreement is confidential and proprietary to the other party and both parties agree to restrict the disclosure of such confidential and proprietary information to only those individuals who require the information to perform pursuant to the terms of this agreement.

TRAINING

The CONSULTANTS agree to provide 3 days training to COUNTY personnel. Additional training will be available on a time and materials basis.

USER MANUAL

The CONSULTANTS will provide a user manual describing the processes and functionality of the system.

SYSTEM ENHANCEMENTS

The CONSULTANTS agree to provide requested system enhancements, including but not limited to, ad-hoc reporting capabilities on a time and materials basis.

LICENSE

In consideration of payment of the license fee specified below, the CONSULTANTS agree to grant to the COUNTY a perpetual, non-transferable, and non-exclusive license to use the Computer Assisted Mass Appraisal System on any computer at the COUNTY'S offices to process the COUNTY'S data.

FEES

The COUNTY agrees to pay a license fee of:	\$70,000.00.
The COUNTY agrees to pay a data conversion fee of:	\$ 8,000.00.
The COUNTY agrees to pay a training fee of:	\$ 2,000.00.

PAYMENT SCHEDULE

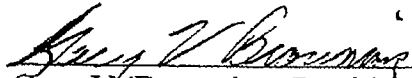
Data conversion fee due upon installation of converted data on the COUNTY computer system.

Training fee upon completion of the initial 3 days training.

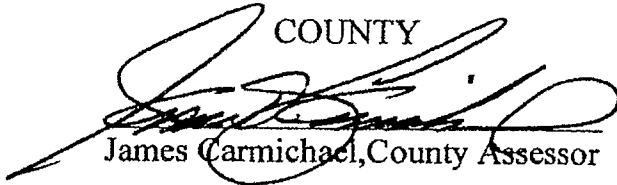
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DATED AND EXECUTED THIS 24th DAY OF June, 2002.

CONSULTANTS



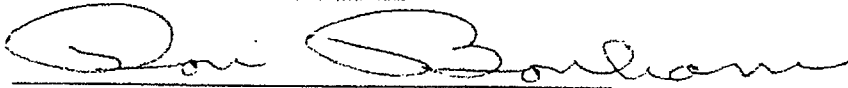
Gary V. Browning, President

COUNTY


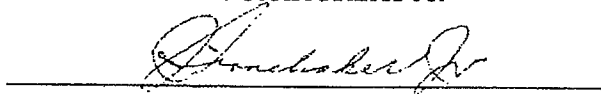
James Carmichael, County Assessor

James St. Myer, President

Ron Bonham



Jack Stonebraker Jr.



Jane Lasater, Auditor

